

# EXHIBIT A

**CLARK GULDIN**  
ATTORNEYS AT LAW

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*Reply to: MONTCLAIR*

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October 29, 2024

**VIA EMAIL**

Aaron Twersky, Esq.  
Twersky PLLC  
747 Third Avenue, 32<sup>nd</sup> Floor  
New York, NY 10017

Avram Frisch, Esq.  
Law Office of Avram E. Frisch LLC  
1 University Plaza, Suite 119  
Hackensack, NJ 07601

**Re: Warehouse Lease made as of \_\_\_\_ day of October, 2023 (the "Lease") by and between 1735 Jersey Ave LLC, as landlord ("Landlord") and Luxe Living Design, LLC, as tenant ("Tenant") for approximately One Hundred Ninety-Five Thousand Seven Hundred Eight-Two square feet in the building located at 1735 Jersey Avenue, North Brunswick, NJ (the "Premises")**

Counsel:

As you are aware, this firm represents the above-referenced Landlord.<sup>1</sup> It has come to our attention that your client is in material breach of its obligations under the Lease. Pursuant to Article 18.02 of the Lease, this letter serves as a demand that the Tenant cure the defaults within the timeframes outlined below.<sup>2</sup>

Please take notice that reference is hereby made to 15.02 of the Lease, which provides, in pertinent part, as follows:

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<sup>1</sup> All capitalized terms not defined herein shall have the same meaning ascribed to them as in the Lease or in prior correspondence

<sup>2</sup> If this remains unresolved by November 1, 2024, Landlord will also bring to the Court's attention. While Landlord understands that Tenant intends to vacate the Premises, so long as Tenant remains in possession thereof, it is imperative that Tenant maintain all requisite insurance. Landlord intends to ask for a Court order to that effect and, in event Tenant is not maintaining the requisite insurance, will request the Court increase the bond to an amount sufficient to protect Landlord.

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Tenant shall, at Tenant's sole cost and expense, obtain and keep in force during the Term of this Lease commercial general liability insurance...insuring Landlord and Tenant, and any lender[s] whose names have been provided to Tenant in writing (as additional insureds), against any and all claims for bodily injury and property damage occurring in, or about the Premises...Such insurance shall be provided through a combined single limit policy in an amount not less than Five Million 00/100 Dollars (\$5,000,000) per occurrence with excess umbrella liability insurance in the amount of Two Million 00/100 Dollars (\$2,000,000)....All insurance to be carried by Tenant shall be primary to and not contributory with any similar insurance carried by Landlord, whose insurance shall be considered excess insurance only. In addition, Tenant shall maintain workers' compensation insurances as required by the Laws of the State.

Please take notice that reference is hereby made to Article 15.04 of the Lease, which provides, in full, as follows:

Tenant shall obtain and keep in force during the Term of this Lease a policy of rental value insurance covering Rent for a period of one year, with loss payable to Landlord. Tenant shall pay the cost of such insurance directly to the insurer and shall provide Landlord proof of such insurance and payment of the premiums therefor.

Please take notice that reference is hereby made to Article 15.05 of the Lease, which provides, in pertinent part, as follows:

Not less than Thirty (30) days prior to the expiration of such policies, Tenant shall furnish Landlord with renewals or "binders" thereof...Executed copies of policies of insurance or certificates thereof (ACCORD Form 28) shall be delivered to Landlord within Five (5) Business Days after the Commencement Date...

To date, Tenant failed to provide Landlord with all evidence of insurance required by the Lease. Please take further notice that, pursuant to Article 18.02(b) of the Lease, in the event that Tenant fails to furnish Landlord with evidence of insurance on or before

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November 29, 2024, that being more than 30 days after service of this Notice upon the Tenant, the Landlord may elect to avail itself of any or all remedies set forth in Article 18.03 of the Lease. Please take further notice that, pursuant to Article 26.18 of the Lease, the Tenant may be responsible for legal fees incurred by the Landlord with regard to the preparation and service of this Notice to Cure and any and all work done prior to and subsequently thereto, based upon the Tenant's defaults under the Lease.

Please take further notice that nothing contained herein shall be deemed a waiver of any of the Landlord's rights at law or in equity.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jonathan A. Ozarow', with a stylized, flowing script.

Jonathan A. Ozarow